UNITED STATES BANKRUPTCY COURT WESTERN DISTRICT OF NORTH CAROLINA CHARLOTTE DIVISION

In re			

Chapter 11

LTL MANAGEMENT LLC,1

Case No. 21-30589 (JCW)

Debtor.

DEBTOR'S <u>EX PARTE</u> APPLICATION FOR AN ORDER AUTHORIZING IT TO RETAIN AND EMPLOY SHOOK, <u>HARDY & BACON L.L.P. AS SPECIAL COUNSEL AS OF THE PETITION DATE</u>

The above-captioned debtor (the "<u>Debtor</u>") applies to the Court for the entry of an order authorizing it to retain and employ Shook, Hardy & Bacon L.L.P. ("<u>Shook</u>") as special counsel in this chapter 11 case as of October 14, 2021 (the "<u>Petition Date</u>"). In support of this Application, the Debtor respectfully represents as follows:

Background

- 1. On the Petition Date, the Debtor commenced this reorganization case by filing a voluntary petition for relief under chapter 11 of the Bankruptcy Code. The Debtor is authorized to continue to manage its property and operate its business as a debtor in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.²
- 2. The Debtor is a North Carolina limited liability company. It is the direct parent of Royalty A&M LLC, a North Carolina limited liability company, which manages a portfolio of royalty revenue streams, including some based on third-party sales of certain

The last four digits of the Debtor's taxpayer identification number are 6622. The Debtor's address is 501 George Street, New Brunswick, New Jersey 08933.

This Court has subject matter jurisdiction to consider this matter pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

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products, and will seek opportunities to acquire or finance additional royalty revenue streams.

As of the Petition Date, the Debtor was a defendant in thousands of lawsuits asserting personal injuries allegedly caused by exposure to talc-containing products.

- 3. A comprehensive description of the Debtor, its history, its assets and liabilities and the events leading to the commencement of this chapter 11 case can be found in the *Declaration of John K. Kim in Support of First Day Pleadings* [Dkt. 5] (the "First Day Declaration"), which was filed on the Petition Date and is incorporated herein by reference. In addition to the First Day Declaration, the Debtor has filed an Informational Brief [Dkt. 3] to provide additional information about its talc litigation, related costs and plans to address these matters in this chapter 11 case (the "Chapter 11 Case").
- 4. On November 8, 2021, the Court entered an order [Dkt. 355] appointing an official committee of talc claimants (the "<u>Talc Committee</u>") in the Chapter 11 Case.

Relief Requested

of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules") and Rules 2014-1 and 2016-1(b) of the Rules of Practice and Procedure of the United States Bankruptcy Court for the Western District of North Carolina (the "Local Bankruptcy Rules"), and consistent with the *Guidelines for Compensation and Expense Reimbursement of Professionals* issued by this Court (the "Compensation Guidelines"), the Debtor hereby seeks the entry of an order, substantially in the form attached hereto as Exhibit A, authorizing it to retain and employ Shook as special counsel in the Chapter 11 Case to assist the Debtor³ on issues relating to the defense of

Prior to the Petition Date, thousands of talc personal injury claims had been filed or asserted against Johnson & Johnson Consumer Inc. ("Old JJCI"). On October 12, 2021, Old JJCI underwent an internal corporate restructuring (the "2021 Corporate Restructuring") as a result of which Old JJCI ceased to exist and two new entities were formed—the Debtor and Johnson & Johnson Consumer Inc. ("New JJCI"). The

talc-related claims and the resolution thereof, effective as of the Petition Date, in accordance with the terms of the engagement letter dated November 8, 2021, a copy of which is attached hereto as Exhibit B (the "Engagement Letter").⁴

6. In support of this Application, the Debtor submits, and incorporates herein by reference, (a) the *Declaration of Kathleen A. Frazier*, a partner at Shook (the "<u>Frazier</u> <u>Declaration</u>"), a copy of which is attached hereto as <u>Exhibit C</u>, and (b) Shook's Disclosure of Compensation (the "<u>Disclosure of Compensation</u>"), a copy of which is attached hereto as <u>Exhibit D</u>.

Argument

Shook's Qualifications

- 7. Shook, an international law firm with more than 500 attorneys, sixteen offices in the United States and one office overseas, served as National Coordinating Counsel for Johnson & Johnson ("J&J") and Old JJCI in connection with tale-related litigation for more than a decade, and specifically in connection with litigation involving ovarian cancer claims since 2017. Since at least 2004, Shook has represented J&J, Old JJCI, and now the Debtor, in matters related to the defense of tale claims. As a result, Shook possesses extensive knowledge concerning Old JJCI's tale liabilities, its historical records, company witnesses, the scientific issues associated with the tale-related claims against J&J and Old JJCI, Old JJCI's historical tale litigation, and the management, defense and settlement of tale claims.
- 8. For example, Shook served a primary role as Old JJCI's counsel concerning (a) case-specific work-up of talc-related cases involving ovarian cancer claims across

Debtor was allocated certain assets of Old JJCI and became responsible for Old JJCI's talc-related liabilities (other than claims for which the exclusive remedy is provided under a workers' compensation statute or similar laws).

Any references to, or descriptions of, the Engagement Letter herein are qualified by the express terms of the Engagement Letter.

the country; (b) the assembly and review of the company's historical documents concerning the talc products it made and/or sold; (c) various discovery issues that arose in multiple jurisdictions with respect to defense of ovarian cancer talc-related claims; (d) preparation and defense of company witnesses who gave deposition and/or trial testimony; (e) identification and development of expert witnesses and defense of those experts in deposition or at trial; (f) taking plaintiff expert depositions and advising the company's other counsel regarding same; (g) preparation of significant trial briefs; (h) management and supervision of local counsel in the preparation of cases for trial; (i) participation as trial counsel or in a supporting role at trial; and (j) advice on overall strategic issues with respect to the talc-related litigation.

- 9. During the course of the Chapter 11 Case, the Debtor will be called upon to address, among other things, the very issues for which Shook has served as long-time counsel to J&J and Old JJCI and for which Shook has continued to serve the Debtor following the 2021 Corporate Restructuring, which created the Debtor.⁵
- 10. Shook's professionals have also worked with relevant personnel and other advisors to collect and evaluate information in connection with preparations for the commencement of the Chapter 11 Case.

Scope of Proposed Retention

11. The Debtor does not propose to employ Shook as general bankruptcy counsel pursuant to 11 U.S.C. § 327(a), but instead as special counsel pursuant to 11 U.S.C. § 327(e) to assist on issues relating to the defense of talc-related claims and the resolution thereof. This proposed retention draws on the work Shook performed in the past for J&J,

Shook served as counsel to Old JJCI until it ceased to exist. Old JJCI's engagement of Shook was allocated to the Debtor in the 2021 Corporate Restructuring. The terms of Shook's representation of Old JJCI were superseded in their entirety by the Engagement Letter. As set forth herein and in the Frazier Declaration, Shook continues to represent J&J in certain talc-related litigation, as it did prior to the 2021 Corporate Restructuring and the Petition Date.

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Old JJCI and the Debtor as National Coordinating Counsel and the expertise it developed from this work. The Debtor anticipates that Shook's services in this Chapter 11 Case focusing primarily on claims and issues related to ovarian and other reproductive tract cancers will include:

- (a) assisting the Debtor with discovery relating to ovarian cancer talcrelated claims:
- (b) assisting the Debtor in the defense of privilege and work product issues relating to the talc-related matters;
- (c) assisting the Debtor in connection with any estimation proceeding for the Debtor's talc-related claims;
- (d) assisting the Debtor in any stay issues or other matters relating to talc-related claims in non-bankruptcy forums;
- (e) assisting the Debtor in negotiations relating to the resolution of talc-related claims in the Chapter 11 Case; and
- (f) providing such other specific services as may be requested by the Debtor from time to time relating to the defense, estimation or resolution of the Debtor's talc-related claims in the Chapter 11 Case.
- 12. As noted above, Shook has substantial expertise developed as a result of its work for Old JJCI and J&J prior to the Petition Date. Accordingly, the Debtor respectfully submits that Shook is well-qualified to perform these services for the Debtor.
- Debtor and will not serve as general bankruptcy and reorganization counsel to the Debtor. The Debtor believes that the services Shook will provide will be complementary and not duplicative of the services to be performed by Jones Day, as general bankruptcy and reorganization counsel, or the other firms retained by the Debtor in this Chapter 11 Case to assist in talc-related matters. The Debtor is mindful of the need to avoid the duplication of legal services and appropriate

procedures will be implemented to ensure that there is minimal duplication of effort as a result of Shook's role as special counsel.

Compensation and Fee Applications

- 14. Pursuant to the terms of the Engagement Letter and subject to the Court's approval of this Application, Shook intends to: (a) charge for its legal services on an hourly basis in accordance with the ordinary and customary hourly rates in effect on the date services are rendered; and (b) seek reimbursement of actual and necessary out-of-pocket expenses.
- 15. In addition, to the extent that Shook represents both the Debtor and J&J in a matter, Shook will allocate 50% of its fees and expenses incurred in such joint representation to the Debtor and 50% to J&J. In matters in which Shook represents solely the Debtor or J&J, Shook will allocate 100% of the fees and expenses to the entity represented.
- 16. Shook will be compensated at the discounted hourly rates previously negotiated with the Debtor, which are based on the professionals' level of experience. At present, those hourly rates fall within the following ranges:

Billing Category	Range	
Partners	\$288 - \$863	
Counsel/Of Counsel	\$268-\$582	
Associates	\$236-\$446	
Paralegals	\$88-\$225	
Other (e.g., temps, Staff Attorneys)	\$50-\$290	

17. Shook's hourly rates may change from time to time in accordance with Shook's established billing practices and procedures, as contemplated by the Engagement Letter. The names, positions, resident offices, and previously negotiated discounted hourly rates as of

October 2021 for those Shook professionals currently expected to spend significant time on this Chapter 11 Case are attached as Schedule 3 to the Frazier Declaration.

- 18. Shook's hourly fees are comparable to those charged by attorneys of similar experience and expertise for engagements of similar scope and complexity. Accordingly, Shook's rates are reasonable and favorable to the Debtor's estate.
- 19. Shook will maintain detailed, contemporaneous time records in six-minute intervals and apply to the Court for payment of compensation and reimbursement of expenses in accordance with applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Bankruptcy Rules, the Compensation Guidelines, the terms of any order establishing procedures for interim compensation and reimbursement of expenses of retained professionals (any such order, the "Interim Compensation Order") and any additional procedures that may be established by the Court in the Chapter 11 Case. Shook intends to use the following billing categories:⁶

Category	Description
Document Review and Production	Assistance in the collection, review, production, and logging of information sought in the Chapter 11 Case relating to talc claims
Preparation of Historical Information	Activities related to review of historic records and preparing witnesses to address issues of company history and related matters, and legal advice relating to these issues
Privilege and Work Product Defense	Activities to defend privilege and work product issues related to talc claims and the defense thereof
Preparation of Expert Witnesses and Related Evidence	Work with expert witnesses to address issues relating to talc matters, as well as assist in the selection of expert witnesses and the identification and use of related evidence

These categories are consistent with and expand upon the project categories in the Compensation Guidelines. Shook, in its discretion and in consultation with the Debtor, may determine to create separate or additional sub-billing categories for certain discrete projects undertaken during the Chapter 11 Case.

Category	Description
Legal and Factual Analysis Relating to Talc Claims	Advice, counseling, and marshalling of the facts and law in connection with talc claims or any activities to resolve or address such claims, to the extent not covered by another billing category
Non-Bankruptcy Litigation Matters	Assist the Debtor and lead bankruptcy counsel in efforts to enforce or extend the automatic stay or address other issues arising in non-bankruptcy forums
Court Hearings	Includes preparation for and attendance at court hearings.
Fee Application Preparation	Includes preparation of Shook's fee applications and related activities and the preparation of monthly invoices
Non-Working Travel	Includes time traveling when no services are being performed

20. Shook contemplates using the following expense categories: (a) long-distance telephone calls; (b) outgoing fax charges; (c) photocopying charges; (d) after normal hours word processing; (e) travel expenses; (f) delivery charges; (g) computerized legal research; (h) technical support services; and (i) other.

Compensation Prior to the Petition Date

- 21. Prior to the Petition Date, no retainer or amounts were paid to Shook by the Debtor for professional services and expenses to be incurred.
- 22. In the one-year period preceding the Petition Date, Shook received payments from J&J totaling approximately \$16,862,313.00 (collectively, the "Prepetition Payments"). The Prepetition Payments reflect certain actual fees and expenses incurred primarily in connection with litigation-related work performed in the defense of talc claims on behalf of J&J and Old JJCI. Approximately \$3,000.00 of the Prepetition Payments relates to work in connection with preparations for the 2021 Corporate Restructuring and the Chapter 11 Case.

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Disclosure Concerning Disinterestedness

- Shook's connections to the Debtor and parties in interest in the Chapter 11 Case. In reliance on the Frazier Declaration and upon Shook's reasonable inquiry, and except as set forth therein and in this Application, the Debtor believes that: (a) Shook has no connection with the Debtor, its affiliates, its creditors, the United States Bankruptcy Administrator for the Western District of North Carolina (the "Bankruptcy Administrator"), any person employed in the office of the Bankruptcy Administrator or any other party with an actual or potential interest in the Chapter 11 Case or their respective attorneys or accountants, except as set forth in the Frazier Declaration; (b) Shook is not a creditor, equity security holder or insider of the Debtor except as set forth herein and in the Disclosure of Compensation; (c) none of Shook's lawyers is, or was within two years of the Petition Date, a director, officer or employee of the Debtor; and (d) Shook neither holds nor represents an interest materially adverse to the Debtor or its estate with respect to the matters on which Shook is to be employed.
- 24. In the event that Shook's representation of the Debtor in connection with any particular matter in the Chapter 11 Case would result in it becoming adverse to a party in interest that gives rise to a professional conflict, the Debtor will use separate counsel to represent its interests with respect to such matter against such party. If that occurs, it is anticipated that conflicts counsel may be retained in connection with that matter.

As described in the Frazier Declaration, Shook has represented, and represents, the Debtor as well as certain non-debtor affiliates of the Debtor in matters unrelated to the Chapter 11 Case.

As of the Petition Date, \$4,051,823.84 remains outstanding in actual fees and expenses for work performed with respect to the talc litigation on behalf of J&J and Old JJCI. Shook has or will bill those fees and expenses to J&J, consistent with the terms of its engagement with J&J and prior engagement with Old JJCI.

Legal Basis for Relief Requested

- 25. Under section 327(e) of the Bankruptcy Code, a debtor in possession is authorized to employ, "for a specified special purpose, ... an attorney that has represented the debtor, if in the best interest of the estate, and if such attorney does not represent or hold any interest adverse to the debtor or to the estate with respect to the matter on which such attorney is to be employed." 11 U.S.C. § 327(e).
- 26. As required by section 329(a) of the Bankruptcy Code⁹ and Bankruptcy Rule 2014(a),¹⁰ the above-described facts set forth in this Application and the information in the exhibits attached hereto set forth: (a) the specific facts showing the necessity for Shook's employment; (b) the reasons for the Debtor's selection of Shook as special counsel in connection with talc-related litigation during the Chapter 11 Case; (c) the professional services proposed to be provided by Shook; (d) the arrangement between the Debtor and Shook with respect to

Any attorney representing a debtor in a case under this title, or in connection with such a case, whether or not such attorney applies for compensation under this title, shall file with the court a statement of the compensation paid or agreed to be paid, if such payment or agreement was made after one year before the date of the filing of the petition, for services rendered or to be rendered in contemplation of or in connection with the case by such attorney, and the source of such compensation.

11 U.S.C. § 329(a). This information is set forth in the Disclosure of Compensation attached hereto as Exhibit D.

Bankruptcy Rule 2014(a) provides that an application seeking the employment of professional persons pursuant to section 327 of the Bankruptcy Code:

shall state the specific facts showing the necessity for the employment, the name of the person to be employed, the reasons for the selection, the professional services to be rendered, any proposed arrangement for compensation, and, to the best of the applicant's knowledge, all of the person's connections with the debtor, creditors, any other party in interest, their respective attorneys and accountants, the United States trustee, or any person employed in the office of the United States trustee. The application shall be accompanied by a verified statement of the person to be employed setting forth the person's connections with the debtor, creditors, any other party in interest, their respective attorneys and accountants, the United States trustee, or any person employed in the office of the United States trustee.

Fed. R. Bankr. P. 2014(a).

⁹ Section 329(a) of the Bankruptcy Code provides as follows:

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Shook's compensation, including information on retainers and hourly fees and the reasonableness thereof; and (e) to the best of the Debtor's knowledge, the extent of Shook's connections, if any, to certain parties in interest in these matters. Accordingly, Shook's retention by the Debtor should be approved.

Notice

27. Pursuant to Local Bankruptcy Rule 9013-1(f), the Debtor seeks approval of this Application on an <u>ex parte</u> basis. Nevertheless, consistent with the *Order Establishing Certain Notice, Case Management and Administrative Procedures* [Dkt. 322] (the "<u>Case Management Order</u>"), notice of this Application has been provided to: (a) the Bankruptcy Administrator; (b) the Talc Committee; (c) counsel to the Debtor's non debtor affiliates, New JJCI and J&J; and (d) the other parties on the Service List established by the Case Management Order. The Debtor submits that, in light of the <u>ex parte</u> nature of the relief requested, no other or further notice need be provided.

No Prior Request

28. No prior request for the relief sought in this Application has been made to this or any other Court in connection with this Chapter 11 Case.

WHEREFORE, the Debtor respectfully requests that the Court: (a) enter an order, substantially in the form attached hereto as Exhibit A, granting the relief requested herein; and (b) grant such other and further relief to the Debtor as the Court may deem just and proper.

Dated: November 15, 2021 Charlotte, North Carolina Respectfully submitted,

LTL Management LLC

By: /s/ John K. Kim
John K. Kim
Chief Legal Officer

PROPOSED ATTORNEYS FOR DEBTOR:

C. Richard Rayburn, Jr. (NC 6357)
John R. Miller, Jr. (NC 28689)
RAYBURN COOPER & DURHAM, P.A.
227 West Trade Street, Suite 1200
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Gregory M. Gordon (TX Bar No. 08435300) Dan B. Prieto (TX Bar No. 24048744) Amanda Rush (TX Bar No. 24079422) JONES DAY 2727 North Harwood Street Dallas, Texas 75201

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(Admitted *pro hac vice*)

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(Admitted *pro hac vice*)

EXHIBIT A

Proposed Order

UNITED STATES BANKRUPTCY COURT WESTERN DISTRICT OF NORTH CAROLINA CHARLOTTE DIVISION

In re

Chapter 11

LTL MANAGEMENT LLC,

Case No. 21-30589 (JCW)

Debtor.

EX PARTE ORDER AUTHORIZING DEBTOR TO RETAIN AND EMPLOY SHOOK, HARDY & BACON L.L.P. AS SPECIAL COUNSEL AS OF THE PETITION DATE

This matter coming before the Court on the *Debtor's Ex Parte Application for an Order Authorizing It to Retain and Employ Shook, Hardy & Bacon L.L.P. as Special Counsel as of the Petition Date* (the "Application"),² filed by the debtor in the above-captioned case (the "Debtor"); the Court having reviewed the Application, the Frazier Declaration, the Disclosure of Compensation and the Engagement Letter; the Court finding that (a) the Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334, (b) venue is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409, (c) this is a core proceeding pursuant to

The last four digits of the Debtor's taxpayer identification number are 6622. The Debtor's address is 501 George Street, New Brunswick, New Jersey 08933.

² Capitalized terms not otherwise defined herein have the meanings given to the in the Application.

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28 U.S.C. § 157(d)(2), (d) notice of the Application was sufficient under the circumstances, (e) Shook does not hold nor represent any interest materially adverse to the Debtor's estate as required by section 327(e) of the Bankruptcy Code, (f) the Debtor's retention and employment of Shook is in the best interest of the estate as required by section 327(e) of the Bankruptcy Code and (g) the Application and all related schedules and exhibits fully comply with the Bankruptcy Code, the Bankruptcy Rules, the Local Bankruptcy Rules and the Compensation Guidelines; and the Court having determined that the legal and factual bases set forth in the Application, the Frazier Declaration and the Disclosure of Compensation establish just cause for the relief granted herein;

IT IS HEREBY ORDERED THAT:

- 1. The Application is GRANTED;
- 2. The Debtor is authorized to retain and employ Shook as its special counsel in the Chapter 11 Case, in accordance with section 327(e) of the Bankruptcy Code, Bankruptcy Rules 2014 and 2016 and Local Bankruptcy Rules 2014-1 and 2016-1(b), on the terms and conditions set forth in the Application and the Engagement Letter, as of the Petition Date.
- 3. Shook is authorized to render the professional services set forth in the Application, the Engagement Letter, and the Frazier Declaration.
- 4. Shook will use its reasonable efforts to avoid any duplication of services provided by any of the Debtor's other professionals in the Chapter 11 Case.
- 5. Shook shall be compensated for its services and reimbursed for any related expenses as set forth in the Application and the exhibits thereto, and in accordance with applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Bankruptcy

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Rules, the Interim Compensation Order, and any other applicable orders or procedures of this Court.

- 6. To the extent that the terms of this Order are inconsistent with the terms of the Engagement Letter, the terms of this Order shall control.
 - 7. This Order shall be immediately effective and enforceable upon its entry.
- 8. Pursuant to Local Rule 9013-1(f), any party shall be entitled to a hearing or request that the Court reconsider the entry of this Order by filing a motion for reconsideration within 14 days of service of this Order.
- 9. The Debtor is authorized and empowered to take all actions necessary to implement the relief granted in this Order in accordance with the Application.
- 10. This Court shall retain exclusive jurisdiction over any and all matters arising from or related to the implementation, interpretation, or enforcement of this Order.

This Order has been signed electronically. The Judge's signature and Court's seal appear at the top of the Order.

United States Bankruptcy Court

EXHIBIT B

Engagement Letter

SHOOK HARDY & BACON

November 8, 2021

VIA E-MAIL

CONFIDENTIAL ATTORNEY-CLIENT PRIVILEGED COMMUNICATION

John K. Kim Chief Legal Officer LTL Management LLC 501 George Street New Brunswick, NJ 08933

Re: Engagement Letter - Chapter 11 Bankruptcy Matter

Dear Mr. Kim:

Thank you for retaining Shook, Hardy & Bacon L.L.P. ("Shook") to represent LTL Management LLC ("LTL"), effective as of October 12, 2021. In accordance with our normal procedures, this letter describes the scope of the services our firm has been retained to provide during this engagement, as well as the terms and conditions of our representation.

I have enclosed our standard Terms of Representation which sets forth Shook's policies and practices regarding representation of clients, including the payment of legal fees and expenses. To the extent these terms and conditions conflict with the Outside Counsel Management and Billing Guidelines for U.S. Located Firms ("Billing Guidelines") issued by the Johnson & Johnson Law Department, which I understand LTL is utilizing for its outside counsel, the Billing Guidelines will govern. Regarding the scope of our representation, we understand that you have retained Shook as special counsel to advise on issues relating to the defense of talc-related claims and resolution thereof in connection with LTL's Chapter 11 bankruptcy case currently pending in the United States Bankruptcy Court for the Western District of North Carolina. We look forward to representing you in this matter and, unless agreed upon in writing, the scope of our representation will be limited to providing the legal services necessary to accomplish the foregoing.

We bill for legal services on an hourly basis, and we record time in six-minute increments. I will have primary responsibility for this matter, but may assign other partners, associates, and legal staff to assist as necessary in completing tasks related to this engagement. We have discussed with you, and agreed upon, the current hourly rates of the firm's attorneys and other personnel expected to be involved in Shook's representation of LTL, which reflect the rates previously negotiated with Old JJCI and J&J for work on talc matters.

Kathleen Frazier

JPMorgan Chase Tower 600 Travis St., Suite 3400 Houston Texas 77002 p 713.227.8008 dd 713.546.5611 f 713.227.9508

kfrazier@shb.com



As you know, Shook also represents J&J on talc-related matters. To the extent that work on a matter is undertaken on behalf of both LTL and J&J, Shook will allocate 50% of its fees and expenses incurred in such joint representation to LTL and 50% to J&J.

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We hope this letter and the attached Terms of Representation adequately explain the scope of our services as well as the payment terms for our fees. If they do and you agree with them, please sign this engagement letter and return it to me, along with the attached copy of the Terms of Representation.

If you have any questions or comments, please do not hesitate to contact me. We greatly appreciate the opportunity to work with you.

Sincerely

Kathleen Frazier

KAF:bpm Enclosures

The undersigned hereby accepts the terms set forth in this engagement letter and the attached Terms of Representation.

LTL Management LLC

By:

John K. Kim

Chief Legal Officer LTL Management LLC

Dated: __11/12/21

SHOOK HARDY & BACON

SHOOK, HARDY & BACON L.L.P. TERMS OF REPRESENTATION

<u>Confirmation of Services</u>. Shook, Hardy & Bacon L.L.P. is pleased to have this opportunity to serve you. Our goal is to provide you quality legal services on a prompt, efficient basis. We have found from past experience that our relationship will be stronger and more effective when at the beginning of each representation there is a clear understanding of the services we will perform, the fees we intend to charge for such services, and the payment thereof. Therefore, it is our standard procedure to be specific with our clients as to the scope of the services that we intend to provide and the terms by which we will bill fees and expenses. The letter accompanying these Terms of Representation sets forth that information. If what is set forth in the accompanying letter or in these Terms of Representation does not accurately describe your understanding of the services we are to perform or the terms for billing fees and expenses, please advise the attorney sending you the letter.

Scope of Representation. The scope of our representation of you is limited to providing only those services that are described in the accompanying letter. Unless otherwise agreed, we will render those legal services that are necessary to the representation. No other services are intended to be provided without the mutual agreement of you, as our client, and Shook, Hardy & Bacon L.L.P. Later, if you determine to change materially the scope of our representation, we will need to document that in additional correspondence.

Attorneys and Others to Assist in Providing Services. When it is appropriate for your particular matter and when it will serve to reduce costs, we intend to assign parts of your work to other attorneys, paralegals, law clerks, and document clerks. Often these individuals specialize in certain areas, and we have found that allocating work to them allows us to produce our best legal product in the most efficient manner. In such an event, however, the attorney designated in the accompanying letter is your primary contact with the firm. This attorney will supervise the work and will be responsible to you for the entire matter.

<u>Fees and Hourly Rates</u>. Our fees are based primarily on the time spent by each attorney and other professionals in the firm who work on your matter. The hourly rate of each attorney and other professional is based on that individual's expertise and experience. We reserve the right to adjust our fee rates on an annual basis and bills for our fees will reflect those adjustments.

We normally record time in six-minute increments for work done on your matter, including required travel time. We do not charge for attorney administrative time or for time spent in maintaining a general, current knowledge of the law.

Expenses. We will bill you for expenses we incur on your behalf. We will ask you to pay directly any significant outside expenses incurred on your behalf, such as deposition costs, investigators, consultants or experts necessary in our judgment to represent you in this matter. We will direct statements for such expenses to you for payment. It is our policy that clients advance any required filing fee.

We bill for long-distance telephone calls, outgoing FAX charges, photocopying charges, after normal hours word processing, travel expenses, delivery charges other than normal postage, and other necessary expenses. We separately bill for computerized legal research (LEXIS,

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WestLaw and similar services) and related expenses. All expenses will be itemized on the statements we will send you.

<u>Technical Support Services</u>. At the request of the client, the firm can provide computer hardware, software, and technical support to design, operate, and maintain client-specific database systems to support specific projects. The firm charges for these services as expenses in addition to legal fees. We bill at rates commensurate with the level of technical expertise required. The firm also charges for any client-specific software or hardware which must be leased or purchased by the firm for any specific project or application; for setup of computers or other equipment for off-premise use, such as at trial sites; for scanning or electronic imaging of documents; for video-conferencing; and for third-party technology support or consultation required by the client's project.

<u>Billing Statements</u>. Unless there are circumstances which would indicate otherwise, each month you will receive a computer-generated statement showing a description of the services performed through the end of the preceding month, identifying the attorneys and others who performed the services, and itemizing expenses incurred by us for your work.

<u>Fees Not Contingent and Due Within 30 Days</u>. Except as may be set out in the accompanying letter, our fees are not contingent, and payment is due within 30 days of the receipt of the statement. If the firm has not received any comment from you about the statement within 45 days of its receipt, we will assume that you find it acceptable.

Payment is to be made in U.S. dollars (\$USD), by check or draft payable to "Shook, Hardy & Bacon L.L.P." If you choose to pay by wire transfer, set forth below are wire payment instructions:

ABA Number: 101000019

Receiving Bank: Commerce Bank

Account Name: Shook, Hardy & Bacon L.L.P.

Account Number: 43056

Reference: Shook invoice number

Address for Bank: 1000 Walnut, Kansas City, MO 64106

SWIFT Number: CBKCUS44

If any of our statements remain unpaid for more than 90 days, we may, consistent with our ethical and court-imposed obligations, cease to perform services until satisfactory arrangements have been made for the payment of the unpaid statements and future fees. In fairness to our many clients who promptly pay their statements each month, we reserve the right to take appropriate action with respect to delinquent accounts.

<u>Insurance Matters</u>. It is your responsibility to determine if you have insurance that may be applicable to the matter in which we represent you. If you have insurance which covers legal fees and expenses, we will cooperate with you in submitting our statements to your insurer. But, you agree that if your insurer does not pay such fees and expenses on a timely current basis, or fails or refuses to pay our statements in full, you are responsible for prompt payment of our statements.

Attorney-Client Communication. All communications from us, including our statements, may contain information protected by the attorney-client privilege. As the privilege could be deemed to have been waived if someone other than the client sees the



privileged material, we recommend that you keep our statements, as well as other letters and communications from us, including our statements, in a separate file marked "Attorney-Client Privileged Materials" and keep the file in a secure place.

<u>Client Confidences</u>. Your communications with us are legally protected by the attorneyclient privilege. In addition, we will treat your matter as confidential, and we will not (unless you specifically grant us the authority to do so) discuss or otherwise make available to anyone, including other clients, any information about you, your business, or our work on your behalf.

Conflicts of Interest. Based on our customary inquiries, we now believe there is no conflict of interest in our representation of you in this matter. However, Shook, Hardy & Bacon L.L.P. represents numerous clients, many of whom rely on us for general legal representation. It is possible, although we hope it will not happen, that adverse relationships, including litigation, could develop between you or companies or persons related to you and one of our other clients. In such case, if we are not representing you in that matter and it does not involve a subject about which we have been given privileged or confidential information by you in this current matter, you agree that you would not object to our representation of another client in such other matter.

In our engagement letters with other clients, we ask for similar agreements to preserve our ability to represent you in a similar situation, if you would choose to have us do so.

Termination of Services and Representation. You may terminate our services at any time. Termination of our representation does not, however, relieve you from the responsibility of paying those fees and expenses incurred through the date we are notified of such termination. Similarly, we may withdraw from this representation for reasons including your failure to promptly pay our statements; failure to disclose all facts material to our representation; failure to act in accordance with our advice; or development of one or more circumstances which, in our judgment, impair our ability to maintain an effective attorney-client relationship.

Estimates of the Cost of Services to Be Performed. From time to time you may ask us to make an estimate of the cost of completing all or part of your matter. Because it is often difficult to estimate at the beginning of a project how much time it will take to complete it, we treat any estimate as an "educated guess" and not as an assurance that we will be able to do the work for the estimated cost. When an estimate is given, we will advise you when we are nearing the estimated price, and we will also advise you if we become aware that the estimate may be exceeded. At that time, you can decide whether to terminate our work on the project, modify the project, or proceed to completion with a different cost estimate.

<u>Completion of Matter</u>. After a particular matter is completed, we do not (unless you specifically request in writing that we do so) undertake to continue to review that matter and update you concerning legal developments, such as changes in applicable laws or regulations. If you do ask us to review a specific matter on which we have previously worked, we will consider that to be a new representation. Thus, while we may, from time to time, call to your attention issues or legal developments that might be relevant to your operations, we are not undertaking to do so as a part of this representation.

Unless previously terminated, our representation will end upon our sending you our final statement for services rendered with respect to this matter.

SHOOK HARDY & BACON

<u>Document Retention</u>. If, upon any termination or completion of a matter, you wish to have your documents in our possession delivered to you, please advise us. Otherwise, all such documents will be stored pursuant to our records retention program and may be destroyed at a subsequent date.

No Guarantee. We will perform our professional services on your behalf to the best of our ability, but we cannot make and have not made any guarantees regarding the outcome of our work on this project. Any expressions by us about the outcome of this project are our best professional views only and are limited by our factual knowledge at the time they are expressed.

Questions or Additional Information. We hope this explanation is helpful to you, and we invite you to discuss any concern with us at any time or to inquire at any time about the fees or costs incurred. It is extremely important that we proceed so that you and we have a clear and satisfactory understanding about the work to be performed. We will strive to keep you fully informed during the course of this engagement and anticipate that you, likewise, will keep us informed of pertinent developments. We trust you will find that we are not only available and responsive but that we will work diligently to meet your needs and deadlines. Accordingly, we encourage you to contact, at any time, the attorney who signed the accompanying letter or any other person working on this matter.

<u>Acceptance of Terms of Representation</u>. If these Terms of Representation and the accompanying engagement letter correctly and completely set forth our mutual understanding of the terms of our engagement, please sign the engagement letter, and return them for our files.

EXHIBIT C

Declaration of Kathleen A. Frazier

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UNITED STATES BANKRUPTCY COURT WESTERN DISTRICT OF NORTH CAROLINA CHARLOTTE DIVISION

In re	
LTL MANAGEMENT LLC,1	

Debtor.

Chapter 11

Case No. 21-30589 (JCW)

DECLARATION OF KATHLEEN A. FRAZIER

Pursuant to Rule 2014(a) of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules") and Rules 2014-1 and 2016-1 of the Rules of Practice and Procedure of the United States Bankruptcy Court for the Western District of North Carolina (the "Local Bankruptcy Rules"), Kathleen A. Frazier hereby declares as follows:

- 1. I am an attorney at law admitted and in good standing to practice in the State of Texas.
- 2. I am a partner with the law firm of Shook, Hardy & Bacon L.L.P. ("Shook") and am duly authorized to make this declaration on behalf of Shook. I make this declaration in support of the *Debtor's Ex Parte Application for an Order Authorizing It to Retain and Employ Shook, Hardy & Bacon L.L.P. as Special Counsel as of the Petition Date* (the "Application"). The facts set forth in this declaration are personally known to me and, if called as a witness, I could and would testify thereto.

The last four digits of the Debtor's taxpayer identification number are 6622. The Debtor's address is 501 George Street, New Brunswick, New Jersey 08933.

² Capitalized terms not otherwise defined herein have the meanings given to them in the Application.

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Shook's Qualifications

- 3. Shook, an international law firm with more than 500 attorneys, sixteen offices in the United States and one office overseas, served as National Coordinating Counsel for J&J and Old JJCI in connection with talc-related litigation for more than a decade, and specifically in connection with litigation involving ovarian cancer claims since 2017. Since at least 2004, Shook has represented J&J, Old JJCI, and now the Debtor, in matters related to the defense of talc claims. As a result, Shook possesses extensive knowledge concerning Old JJCI's talc liabilities, its historical records, company witnesses, the scientific issues associated with the talc-related claims against J&J and Old JJCI, Old JJCI's historical talc litigation, and the management, defense and settlement of talc claims.
- 4. For example, Shook served a primary role as Old JJCI's counsel concerning (a) case-specific work-up of talc-related cases involving ovarian cancer claims across the country; (b) the assembly and review of the company's historical documents concerning the talc products it made and/or sold; (c) various discovery issues that arose in multiple jurisdictions with respect to defense of ovarian cancer talc-related claims; (d) preparation and defense of company witnesses who gave deposition and/or trial testimony; (e) identification and development of expert witnesses and defense of those experts in deposition or at trial; (f) taking plaintiff expert depositions and advising the company's other counsel regarding same; (g) preparation of significant trial briefs; (h) management and supervision of local counsel in the preparation of cases for trial; (i) participation as trial counsel or in a supporting role at trial; and (j) advice on overall strategic issues with respect to the talc-related litigation.
- 5. During the course of the Chapter 11 Case, the Debtor will be called upon to address, among other things, the very issues for which Shook has served as long-time counsel

to J&J and Old JJCI and for which Shook has continued to serve the Debtor following the 2021 Corporate Restructuring, which created the Debtor.³

6. Shook's professionals have also worked with relevant personnel and other advisors to collect and evaluate information in connection with preparations for the potential commencement of the Chapter 11 Case.

Scope of Proposed Retention

- 7. Shook anticipates that it may provide the following service during this Chapter 11 Case, focusing primarily on those claims and issues related to ovarian and other reproductive tract cancers:
 - (a) assisting the Debtor with discovery relating to ovarian cancer talcrelated claims;
 - (b) assisting the Debtor in the defense of privilege and work product issues relating to the talc-related matters;
 - (c) assisting the Debtor in connection with any estimation proceeding for the Debtor's talc-related claims;
 - (d) assisting the Debtor in any stay issues or other matters relating to tale-related claims in non-bankruptcy forums;
 - (e) assisting the Debtor in negotiations relating to the resolution of talc-related claims in the Chapter 11 Case; and
 - (f) providing such other specific services as may be requested by the Debtor from time to time relating to the defense, estimation, or resolution of the Debtor's talc-related claims in the Chapter 11 Case.

Shook served as counsel to Old JJCI until it ceased to exist. Old JJCI's engagement of Shook was allocated to the Debtor in the 2021 Corporate Restructuring. The terms of Shook's representation of Old JJCI were superseded in their entirety by the Engagement Letter. As set forth herein and in the Application, Shook continues to represent J&J in certain talc-related litigation, as it did prior to the 2021 Corporate Restructuring and the Petition Date.

- 8. As noted above, Shook has substantial expertise developed as a result of its work for Old JJCI and J&J prior to the Petition Date. Accordingly, the Debtor respectfully submits that Shook is well-qualified to perform these services for the Debtor.
- 9. Shook will provide the services described above as special counsel to the Debtor and will not serve as general bankruptcy and reorganization counsel to the Debtor. Shook believes that the services it will provide will be complementary and not duplicative of the services to be performed by Jones Day, as general bankruptcy and reorganization counsel, or the other firms retained by the Debtor in this Chapter 11 Case to assist in talc-related matters.

Compensation and Fee Applications

- 10. Pursuant to the terms of the Engagement Letter and subject to the Court's approval of the Application, Shook intends to: (a) charge for its legal services on an hourly basis in accordance with the ordinary and customary hourly rates in effect on the date services are rendered; and (b) seek reimbursement of actual and necessary out-of-pocket expenses.
- 11. In addition, to the extent that Shook represents both the Debtor and J&J in a matter, Shook will allocate 50% of its fees and expenses incurred in such joint representation to the Debtor and 50% to J&J. In matters in which Shook represents solely the Debtor or J&J, Shook will allocate 100% of the fees and expenses to the entity represented.
- 12. Shook will be compensated at the discounted hourly rates previously negotiated with the Debtor, which are based on the professionals' level of experience. At present, those hourly rates fall within the following ranges:

Billing Category	Range	
Partners	\$288 - \$863	
Counsel/Of Counsel	\$268-\$582	

Billing Category	Range
Associates	\$236-\$446
Paralegals	\$88-\$225
Other (e.g., temps, Staff Attorneys)	\$50-\$290

- 13. Shook's hourly rates may change from time to time in accordance with the terms of the Engagement Letter and Shook's established billing practices and procedures. The names, positions, resident offices and current hourly rates of those Shook professionals currently expected to spend significant time on the Chapter 11 Case are attached as <u>Schedule 3</u> hereto.
- 14. Shook's hourly fees are comparable to those charged by attorneys of similar experience and expertise for engagements of similar scope and complexity.
- 15. Shook will maintain detailed, contemporaneous time records in six-minute intervals and apply to the Court for payment of compensation and reimbursement of expenses in accordance with applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Bankruptcy Rules, the Compensation Guidelines, the Interim Compensation Order and any additional procedures that may be established by the Court in the Chapter 11 Case. In addition, Shook understands that interim and final fee awards are subject to approval by this Court.

Disclosure Concerning Disinterestedness

Interested Party List

- 16. The Debtor has provided Shook with a list of the names of individuals or institutions that are potential significant parties in interest (collectively, the "<u>Interested Parties</u>") in the following categories:
 - (a) the Debtor's direct equity owner;
 - (b) the Debtor's direct non-debtor subsidiary;

- (c) other non-debtor affiliates of the Debtor;
- (d) managers and officers of the Debtor;
- (e) major current business affiliations of the Debtor's managers;
- (f) depository and disbursement banks of the Debtor;
- (g) major sureties;
- (h) parties to material contracts with the Debtor;
- (i) significant co-defendants in talc-related litigation;
- (j) the Debtor's retained professionals and claims agent;
- (k) the Debtor's significant ordinary course professionals, consultants and service providers;
- (l) known professionals for certain non-Debtor parties in interest;
- (m) material potentially indemnified parties;
- (n) law firms with significant representations of talc claimants;
- (o) key parties in *Imerys Talc America, Inc.* and *Cyprus Mines Corp.* chapter 11 cases;
- (p) the Debtor's insurers; and
- (q) parties in interest that have filed a Bankruptcy Rule 2002 notice of appearance in the Chapter 11 Case.
- 17. The list of Interested Parties also includes available information regarding (a) the Bankruptcy Administrator and employees for the Bankruptcy Administrator's Office for the Western District of North Carolina and (b) bankruptcy judges for the Western District of North Carolina. The identities of the Interested Parties, developed as of November 3, 2021, are set forth on Schedule 1 hereto.

Evaluation and Disclosure of Connections

18. To check and clear potential conflicts of interest in these cases, as well as to determine all "connections" (as such term is used in Bankruptcy Rule 2014) to the Debtor, its

creditors, other parties in interest, their respective attorneys, the Bankruptcy Administrator or any person employed in the office of the Bankruptcy Administrator, Shook researched its client database to determine whether it had any relationships with the Interested Parties. To the extent that Shook's research of its relationships with the Interested Parties indicates that Shook has represented in the past two years, or currently represents, any of these entities in matters unrelated to the Chapter 11 Case, the identities of these entities and such entities' relationship to the Debtor and connection to Shook, are set forth in <u>Schedule 2</u> hereto.

- 19. To the best of my knowledge and belief, insofar as I have been able to ascertain after reasonable inquiry, neither I, nor Shook, nor any partner, associate or other professional thereof has any connection with the Debtor, its affiliates, its creditors, the Bankruptcy Administrator any person employed in the office of the Bankruptcy Administrator or any other party with an actual or potential interest in the Chapter 11 Case or their respective attorneys or accountants, except as set forth below and in <u>Schedule 2</u> attached hereto:
 - (a) Shook has not represented, and does not and will not represent, any entity in matters adverse to the Debtor or its estate with respect to matters on which Shook is to be employed.
 - (b) Prior to the Petition Date, Shook represented Old JJCI, as National Coordinating Counsel in certain talc-related litigation (the same role it served for the Debtor after the 2021 Corporate Restructuring).
 - (c) Prior to the Petition Date, Shook represented the Debtor's parent company and non-debtor affiliate, J&J as National Coordinating Counsel in certain talc-related litigation.
 - (d) In matters <u>unrelated</u> to the Debtor or the Chapter 11 Case, Shook currently represents or formerly represented certain of the Debtor's non-debtor affiliates. Shook, however, has not represented, and does not and will not represent, any of these entities in matters adverse to the Debtor or to the estate with respect to matters on which Shook is to be employed.

- (e) In matters <u>unrelated</u> to the Debtor or the Chapter 11 Case, Shook currently represents Bank of America, N.A., which is the Debtor's Depository and Disbursement Bank. This relationship is set forth on the attached <u>Schedule 2</u>. Shook, however, has not represented, and does not and will not represent, this entity in matters adverse to the Debtor or to the estate with respect to matters on which Shook is to be employed.
- (f) In matters <u>unrelated</u> to the Debtor or the Chapter 11 Case, Shook currently represents U.S. Bank N.A., which is a Party to Material Contracts with the Debtor. This relationship is set forth on the attached <u>Schedule 2</u>. Shook, however, has not represented, and does not and will not represent, this entity in matters adverse to the Debtor or to the estate with respect to matters on which Shook is to be employed.
- (g) In matters <u>unrelated</u> to the Debtor or the Chapter 11 Case, Shook currently represents certain parties who are significant co-defendants in talc cases with the Debtor and affiliates thereof. These relationships are set forth on the attached <u>Schedule 2</u>. Shook, however, has not represented, and does not and will not represent, any of these entities in matters relating to the Debtor or the Chapter 11 Case.
- (h) In matters <u>unrelated</u> to the Debtor or the Chapter 11 Case, Shook currently represents a number of the Interested Parties categorized above. These relationships are set forth on the attached <u>Schedule 2</u>. Shook, however, has not represented, and does not and will not represent, any of these entities in matters adverse to the Debtor or to the estate with respect to matters on which Shook is to be employed.

Shook's Services Prior to the Petition Date

20. The Debtor's ultimate parent company is J&J. Since at least 2004, Shook has provided various legal services to J&J and certain of its subsidiaries, including Old JJCI. These legal services have included serving as National Coordinating Counsel for J&J and Old JJCI with respect to their talc-related litigation, and representing Old JJCI in matters related to the defense of talc claims.

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Shook Holds No Adverse Interest with Respect to Matters Upon Which Shook Shall Be Employed

- been able to ascertain after reasonable inquiry, Shook does not represent nor hold any interest adverse to the Debtor or its estate with respect to the matters on which Shook is to be employed, as required by section 327(e) of the Bankruptcy Code, in that: (a) Shook has no connection with the Debtor, its affiliates, its creditors, the Bankruptcy Administrator, any person employed in the office of the Bankruptcy Administrator or any other party with an actual or potential interest in the Chapter 11 Case or their respective attorneys or accountants, except as set forth herein and on Schedule 2; (b) Shook is not a creditor, equity security holder or insider of the Debtor, except as set forth herein and in the Disclosure of Compensation; (c) no Shook partner, associate or other professional is, or was within two years of the Petition Date, a director, officer or employee of the Debtor; and (d) none of the matters in which Shook represents an Interested Party are adverse to the Debtor or its estate with respect to matters on which Shook is to be employed.
- 22. Despite the efforts described above to identify and disclose connections with parties in interest in this case, because the Debtor is part of a large enterprise and has thousands of creditors and other relationships, and because Shook is an international law firm with more than 500 attorneys, sixteen offices in the United States and one office overseas, Shook is unable to state with certainty that every client representation or other connection of Shook has been disclosed. In this regard, if Shook discovers additional information that requires disclosure, Shook will file supplemental disclosures with the Court.

As of the Petition Date, \$4,051,823.84 remains outstanding in actual fees and expenses for work performed with respect to the talc litigation on behalf of J&J and Old JJCI. Shook has or will bill those fees and expenses to J&J, consistent with the terms of its engagement with J&J and prior engagement with Old JJCI.

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23. In addition, it is my understanding that if a conflict of interest with respect to a party set forth on Schedule 2 or another party in interest later identified in this case should arise, the Debtor will use the services of other conflicts counsel in connection with that matter.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge and belief

Dated: November 15, 2021

Houston, Texas

Kathleen A. Frazier

/s/ Kathleen A. Frazier

Shook, Hardy & Bacon L.L.P.

Schedule 1

Schedule of Potentially Interested Parties

LTL Management LLC Potentially Interested Parties

Debtor

LTL Management LLC

Direct Equity Owner of Debtor

Johnson and Johnson Consumer Inc.

Debtor's Direct Non-Debtor Subsidiary

Royalty A&M LLC

Other Non-Debtor Affiliates

3Dintegrated ApS Acclarent, Inc. Actelion Ltd

Actelion Manufacturing GmbH Actelion Pharmaceuticals Australia

Pty. Limited

Actelion Pharmaceuticals Korea Ltd.

Actelion Pharmaceuticals Ltd Actelion Pharmaceuticals Mexico

S.A. De C.V.

Actelion Pharmaceuticals Trading

(Shanghai) Co., Ltd.

Actelion Pharmaceuticals UK Limited Actelion Pharmaceuticals US, Inc. Actelion Registration Limited

Actelion Treasury Unlimited Company

Akros Medical, Inc. Albany Street LLC ALZA Corporation

Alza Land Management, Inc. AMO (Hangzhou) Co., Ltd.

AMO (Shanghai) Medical Devices

Trading Co., Ltd.
AMO ASIA LIMITED
AMO Australia Pty Limited
AMO Canada Company
AMO Denmark ApS
AMO Development, LLC

AMO France

AMO Germany GmbH

AMO Groningen B.V.

AMO International Holdings

AMO Ireland

AMO Ireland Finance Unlimited Company

AMO Italy SRL AMO Japan K.K.

AMO Manufacturing Spain S.L. AMO Manufacturing USA, LLC

AMO Netherlands BV

AMO Nominee Holdings, LLC

AMO Norway AS

AMO Puerto Rico Manufacturing, Inc.

AMO Sales and Service, Inc. AMO Singapore Pte. Ltd. AMO Spain Holdings, LLC AMO Switzerland GmbH AMO U.K. Holdings, LLC AMO United Kingdom, Ltd.

AMO Uppsala AB AMO US Holdings, Inc.

AMO USA Sales Holdings, Inc.

AMO USA, LLC

Animas Diabetes Care, LLC

Animas LLC

Animas Technologies LLC

AorTx, Inc. Apsis

Aragon Pharmaceuticals, Inc. Asia Pacific Holdings, LLC

Atrionix, Inc.

AUB Holdings LLC Auris Health, Inc.

Backsvalan 2 Aktiebolag Backsvalan 6 Handelsbolag

Beijing Dabao Cosmetics Co., Ltd.

BeneVir BioPharm, Inc. Berna Rhein B.V.

BioMedical Enterprises, Inc. Biosense Webster (Israel) Ltd.

Biosense Webster, Inc.

C Consumer Products Denmark ApS

Calibra Medical LLC

Campus-Foyer Apotheke GmbH

Carlo Erba OTC S.r.l. Centocor Biologics, LLC

Centocor Research & Development, Inc.

ChromaGenics B.V.

Ci:Labo Customer Marketing Co., Ltd.

Ci:z. Labo Co., Ltd.

Cilag AG

Cilag GmbH International

Cilag Holding AG

Cilag Holding Treasury Unlimited Company

Cilag-Biotech, S.L.

CNA Development GmbH
Codman & Shurtleff, Inc.
Coherex Medical, Inc.
ColBar LifeScience Ltd.
Company Store.com, Inc.
Cordis de Mexico, S.A. de C.V.
Cordis International Corporation

Corimmun GmbH CoTherix Inc. CSATS, Inc.

Darlain Trading S.A.
Debs-Vogue Corporation
(Proprietary) Limited

DePuy France DePuy Hellas SA

DePuy International Limited

DePuy Ireland Unlimited Company

DePuy Mexico, S.A. de C.V.

DePuy Mitek, LLC DePuy Orthopaedics, Inc. DePuy Products, Inc. DePuy Spine, LLC

DePuy Synthes Gorgan Limited DePuy Synthes Institute, LLC DePuy Synthes Leto SARL DePuy Synthes Products, Inc. DePuy Synthes Sales, Inc.

DePuy Synthes, Inc. Dr. Ci:Labo Co., Ltd.

DR. CI:LABO COMPANY LIMITED

Dutch Holding LLC

ECL7, LLC

EES Holdings de Mexico, S. de R.L. de C.V.

EES, S.A. de C.V.

EIT Emerging Implant Technologies GmbH

Ethicon Biosurgery Ireland

Ethicon Endo-Surgery (Europe) GmbH

Ethicon Endo-Surgery, Inc. Ethicon Endo-Surgery, LLC

Ethicon Holding Sarl

Ethicon Ireland Unlimited Company

Ethicon LLC

Ethicon PR Holdings Unlimited Company

Ethicon Sarl Ethicon US, LLC

Ethicon Women's Health & Urology Sarl

Ethicon, Inc.

Ethnor (Proprietary) Limited

Ethnor del Istmo S.A. Ethnor Farmaceutica, S.A.

Ethnor Guatemala, Sociedad Anomina Finsbury (Development) Limited Finsbury (Instruments) Limited Finsbury Medical Limited

Finsbury Orthopaedics International Limited

Finsbury Orthopaedics Limited FMS Future Medical System SA GH Biotech Holdings Limited

Global Investment Participation B.V.

GMED Healthcare BV

Guangzhou Bioseal Biotech Co., Ltd. Hansen Medical Deutschland GmbH Hansen Medical International, Inc. Hansen Medical UK Limited

Hansen Medical, Inc.

Healthcare Services (Shanghai) Ltd.

I.D. Acquisition Corp.

Innomedic Gesellschaft für innovative Medizintechnik und Informatik mbH

Innovalens B.V.

Innovative Surgical Solutions, LLC J & J Company West Africa Limited

J&J Pension Trustees Limited J.C. General Services BV

Janssen Alzheimer Immunotherapy

(Holding) Limited

Janssen Biologics (Ireland) Limited

Janssen Biologics B.V. Janssen BioPharma, Inc. Janssen Biotech, Inc. Janssen Cilag Farmaceutica S.A.

Janssen Cilag S.p.A. Janssen Cilag SPA Janssen Cilag, C.A.

Janssen de Mexico, S. de R.L. de C.V.

Janssen Development Finance

Unlimited Company Janssen Diagnostics, LLC Janssen Egypt LLC

Janssen Farmaceutica Portugal Lda Janssen Global Services, LLC Janssen Group Holdings Limited

Janssen Holding GmbH

Janssen Inc.

Janssen Irish Finance Company UC

Janssen Korea Ltd.
Janssen Oncology, Inc.
Janssen Ortho LLC
Janssen Pharmaceutica
(Proprietary) Limited
Janssen Pharmaceutica NV
Janssen Pharmaceutica S.A.
Janssen Pharmaceutical
Janssen Pharmaceutical K.K.

Janssen Pharmaceutical Sciences Unlimited Company

Janssen Pharmaceuticals, Inc.

Janssen Products, LP Janssen R&D Ireland

Janssen Research & Development, LLC

Janssen Sciences Ireland Unlimited Company

Janssen Scientific Affairs, LLC Janssen Supply Group, LLC

Janssen Vaccines & Prevention B.V.

Janssen Vaccines Corp.

Janssen-Cilag

Janssen-Cilag (New Zealand) Limited

Janssen-Cilag A/S Janssen-Cilag AG

Janssen-Cilag Aktiebolag

Janssen-Cilag AS Janssen-Cilag B.V.

Janssen-Cilag de Mexico S. de R.L. de C.V.

Janssen-Cilag Farmaceutica Lda. Janssen-Cilag Farmaceutica Ltda. Janssen-Cilag GmbH

Janssen-Cilag International NV

Janssen-Cilag Kft. Janssen-Cilag Limited Janssen-Cilag Limited

Janssen-Cilag Manufacturing, LLC

Janssen-Cilag NV Janssen-Cilag OY

Janssen-Cilag Pharma GmbH

Janssen-Cilag Pharmaceutical S.A.C.I.

Janssen-Cilag Polska, Sp. z o.o.

Janssen-Cilag Pty Ltd Janssen-Cilag S.A. Janssen-Cilag s.r.o. Janssen-Cilag, S.A.

Janssen-Cilag, S.A. de C.V.

Janssen-Pharma, S.L. J-C Health Care Ltd. Jevco Holding, Inc.

JJ Surgical Vision Spain, S.L. JJC Acquisition Company B.V.

JJHC, LLC

JJSV Belgium BV

JJSV Manufacturing Malaysia SDN. BHD.

JJSV Norden AB

JJSV Produtos Oticos Ltda.

JNJ Global Business Services s.r.o.

JNJ Holding EMEA B.V.

JNJ International Investment LLC

JNJ Irish Investments ULC

Johnson & Johnson

Johnson & Johnson - Societa' Per Azioni Johnson & Johnson (Angola), Limitada Johnson & Johnson (China) Investment Ltd.

Johnson & Johnson (Egypt) S.A.E.

Johnson & Johnson (Hong Kong) Limited Johnson & Johnson (Ireland) Limited Johnson & Johnson (Jamaica) Limited Johnson & Johnson (Kenya) Limited Johnson & Johnson (Middle East) Inc. Johnson & Johnson (Mozambique),

Limitada

Johnson & Johnson (Namibia)

(Proprietary) Limited

Johnson & Johnson (New Zealand) Limited Johnson & Johnson (Philippines), Inc.

Johnson & Johnson (Private) Limited Johnson & Johnson Financial Johnson & Johnson (Thailand) Ltd. Services GmbH Johnson & Johnson (Trinidad) Limited Johnson & Johnson for Export and Johnson & Johnson (Vietnam) Co., Ltd Import LLC Johnson & Johnson AB Johnson & Johnson Foundation Scotland Johnson & Johnson AG (NON-PROFIT) Johnson & Johnson Belgium Johnson & Johnson Gateway, LLC Finance Company BV Johnson & Johnson Gesellschaft m.b.H. Johnson & Johnson Bulgaria EOOD Johnson & Johnson GmbH Johnson & Johnson China Ltd. Johnson & Johnson Guatemala, S.A. Johnson & Johnson Consumer Johnson & Johnson Health and (Hong Kong) Limited Wellness Solutions, Inc. Johnson & Johnson Consumer Johnson & Johnson Health Care (Thailand) Limited Systems Inc. Johnson & Johnson Consumer B.V. Johnson & Johnson Hellas Commercial and Johnson & Johnson Consumer Industrial S.A. **Holdings France** Johnson & Johnson Hellas Consumer Johnson & Johnson Consumer Inc. Products Commercial Societe Anonyme Johnson & Johnson Consumer NV Johnson & Johnson Hemisferica S.A. Johnson & Johnson Consumer Johnson & Johnson Holding GmbH Johnson & Johnson Holdings K.K. Saudi Arabia Limited Johnson & Johnson Consumer Services Johnson & Johnson Inc. EAME Ltd. Johnson & Johnson Industrial Ltda. Johnson & Johnson Innovation - JJDC, Inc. Johnson & Johnson d.o.o. Johnson & Johnson de Argentina Johnson & Johnson Innovation Limited S.A.C. e. I. Johnson & Johnson Innovation LLC Johnson & Johnson de Chile Limitada Johnson & Johnson International Johnson & Johnson de Chile S.A. Johnson & Johnson International Johnson & Johnson de Colombia S.A. (Singapore) Pte. Ltd. Johnson & Johnson International Financial Johnson & Johnson de Costa Rica, S.A. Services Company Johnson & Johnson de Mexico, S.A. de C.V. Johnson & Johnson Japan Inc. Johnson & Johnson de Uruguay S.A. Johnson & Johnson de Venezuela, S.A. Johnson & Johnson K.K. Johnson & Johnson del Ecuador, S.A. Johnson & Johnson Kft. Johnson & Johnson Del Paraguay, S.A. Johnson & Johnson Korea Ltd. Johnson & Johnson del Peru S.A. Johnson & Johnson Korea Selling & Johnson & Johnson do Brasil Industria E Distribution LLC Comercio de Produtos Para Saude Ltda. Johnson & Johnson Limitada Johnson & Johnson Dominicana, S.A.S. Johnson & Johnson Limited Johnson & Johnson Enterprise Johnson & Johnson LLC Innovation Inc. Johnson & Johnson Luxembourg Finance Johnson & Johnson European Company Sarl Treasury Company Johnson & Johnson Management Limited Johnson & Johnson Finance Corporation Johnson & Johnson Medical (China) Ltd. Johnson & Johnson Finance Limited Johnson & Johnson Medical (Proprietary) Ltd

Johnson & Johnson Medical (Shanghai) Ltd. Johnson & Johnson Medical (Suzhou) Ltd. Johnson & Johnson Medical B.V. Johnson & Johnson Medical Devices & Diagnostics Group - Latin America, L.L.C. Johnson & Johnson Medical GmbH Johnson & Johnson Medical Korea Ltd. Johnson & Johnson Medical Limited Johnson & Johnson Medical Mexico, S.A. de C.V. Johnson & Johnson Medical NV Johnson & Johnson Medical Products GmbH Johnson & Johnson Medical Pty Ltd Johnson & Johnson Medical S.A. Johnson & Johnson Medical S.p.A. Johnson & Johnson Medical SAS Johnson & Johnson Medical Saudi Arabia Limited Johnson & Johnson Medical Servicios Profesionales S. de R.L. de C.V. Johnson & Johnson Medical Taiwan Ltd. Johnson & Johnson Medical, S.C.S. Johnson & Johnson Medikal Sanayi ve Ticaret Limited Sirketi Johnson & Johnson Middle East FZ-LLC Johnson & Johnson Morocco Societe Anonyme Johnson & Johnson Nordic AB Johnson & Johnson Pacific Pty Limited Johnson & Johnson Pakistan (Private) Limited Johnson & Johnson Panama, S.A. Johnson & Johnson Personal Care (Chile) S.A. Johnson & Johnson Poland Sp. z o.o. Johnson & Johnson Private Limited Johnson & Johnson Pte. Ltd. Johnson & Johnson Pty. Limited Johnson & Johnson Research Pty Ltd Johnson & Johnson Romania S.R.L. Johnson & Johnson S.E. d.o.o.

Johnson & Johnson S.E., Inc.

Johnson & Johnson SDN, BHD.

Johnson & Johnson Sante Beaute France

Johnson & Johnson Services, Inc. Johnson & Johnson Servicios Corporativos, S. de R.L. de C.V. Johnson & Johnson Surgical Vision India **Private Limited** Johnson & Johnson Surgical Vision, Inc. Johnson & Johnson Taiwan Ltd. Johnson & Johnson UK Treasury Company Limited Johnson & Johnson Ukraine LLC Johnson & Johnson Urban Renewal Associates Johnson & Johnson Vision Care (Shanghai) Ltd. Johnson & Johnson Vision Care Ireland **Unlimited Company** Johnson & Johnson Vision Care, Inc. Johnson & Johnson, S.A. Johnson & Johnson, S.A. de C.V. Johnson & Johnson, s.r.o. Johnson & Johnson, s.r.o. Johnson and Johnson (Proprietary) Limited Johnson and Johnson Sihhi Malzeme Sanayi Ve Ticaret Limited Sirketi JOM Pharmaceutical Services, Inc. La Concha Land Investment Corporation Latam International Investment Company **Unlimited Company** Lifescan McNeil AB McNeil Consumer Pharmaceuticals Co. McNeil Denmark ApS McNeil Healthcare (Ireland) Limited McNeil Healthcare (UK) Limited McNeil Healthcare LLC McNeil Iberica S.L.U. McNeil LA LLC McNEIL MMP, LLC McNeil Nutritionals, LLC McNeil Panama, LLC McNeil Products Limited McNeil Sweden AB MDS Co. Ltd. Medical Device Business Services, Inc. Medical Devices & Diagnostics Global

Services, LLC

Medical Devices International LLC Medical Industrial do Brasil Ltda.

Medos International Sarl

Medos Sarl

MegaDyne Medical Products, Inc. Menlo Care De Mexico, S.A. de C.V.

Mentor B.V.

Mentor Deutschland GmbH Mentor Medical Systems B.V. Mentor Partnership Holding

Company I, LLC Mentor Texas GP LLC Mentor Texas L.P. Mentor Worldwide LLC Micrus Endovascular LLC

Middlesex Assurance Company Limited

Momenta Ireland Limited Momenta Pharmaceuticals, Inc. NeoStrata Company, Inc.

NeoStrata UG (haftungsbeschränkt) Netherlands Holding Company

Neuravi Inc. Neuravi Limited

NeuWave Medical, Inc. Novira Therapeutics, LLC NuVera Medical, Inc.

Obtech Medical Mexico, S.A. de C.V.

OBTECH Medical Sarl OGX Beauty AU Pty Ltd OGX Beauty Limited OMJ Holding GmbH

OMJ Ireland Unlimited Company

OMJ Pharmaceuticals, Inc.
Omrix Biopharmaceuticals Ltd.
Omrix Biopharmaceuticals NV
Omrix Biopharmaceuticals, Inc.

Ortho Biologics LLC

Ortho Biotech Holding LLC

Ortho-McNeil Pharmaceutical, LLC

Orthotaxy

Patriot Pharmaceuticals, LLC Peninsula Pharmaceuticals, LLC

Penta Pty. Limited Percivia LLC Perouse Plastie Pharmadirect Ltd. Pharmedica Laboratories (Proprietary)

Limited

PMC Holdings G.K.

Princeton Laboratories, Inc.

Productos de Cuidado Personal y de La

Salud de Bolivia S.R.L.

Proleader S.A.

PT Integrated Healthcare Indonesia PT. Johnson & Johnson Indonesia

Pulsar Vascular, Inc.

Regency Urban Renewal Associates

RespiVert Ltd. RoC International Rutan Realty LLC

Scios LLC

Sedona Enterprise Co., Ltd.

Sedona Singapore International Pte. Ltd. Sedona Thai International Co., Ltd.

Serhum S.A. de C.V.

Shanghai Elsker For Mother & Baby

Co., Ltd

Shanghai Johnson & Johnson Ltd. Shanghai Johnson & Johnson

Pharmaceuticals Ltd. Sightbox, LLC

Sodiac ESV

Spectrum Vision Limited Liability Company Spectrum Vision Limited Liability Company

Spectrum Vision Limited Liability

Partnership

Spine Solutions GmbH

SterilMed, Inc. Sterilmed, Inc.

Surgical Process Institute Deutschland

GmbH

Synthes Costa Rica S.C.R., Limitada

SYNTHES GmbH Synthes GmbH Synthes Holding AG Synthes Holding Limited

SYNTHES Medical Immobilien GmbH Synthes Medical Surgical Equipment &

Instruments Trading LLC Synthes Produktions GmbH Synthes Proprietary Limited

Synthes S.M.P., S. de R.L. de C.V.

Synthes Tuttlingen GmbH Synthes USA Products, LLC

Synthes USA, LLC

Synthes, Inc.

TARIS Biomedical LLC

TearScience, Inc.

The Anspach Effort, LLC

The Vision Care Institute, LLC

Tibotec, LLC

Torax Medical, Inc.

TriStrata, Incorporated

UAB "Johnson & Johnson"

Vania Expansion

Verb Surgical Inc.

Vision Care Finance Unlimited Company

Vogue International LLC

Vogue International Trading, Inc.

WH4110 Development Company, L.L.C.

Xian Janssen Pharmaceutical Ltd.

XO1 Limited

Zarbee's, Inc.

Managers and Officers of the Debtor

John Kim

Richard Dickinson

Robert Wuesthoff

Russell Deyo

Major Current Business Affiliations of Debtor's Managers

American Foundation for Opioid

Alternatives

Lawyers for Civil Justice

Migration Policy Institute

Miller Center for Community Protection &

Reliance, Eagleton Institute of Politics,

Rutgers University

National Center for State Courts

National Council, McLean Hospital

New Jersey Civil Justice Institute

One Mind

Depository and Disbursement Banks

Bank of America, N.A.

Major Sureties

Chubb

Federal Insurance Company

Liberty Mutual Insurance Company

Travelers Casualty and Surety Company of

America

Parties to Material Contracts with the Debtor

Johnson & Johnson

Johnson & Johnson Consumer Inc.

Johnson & Johnson Services, Inc.

U.S. Bank N.A.

Significant Co-Defendants in Talc-Related Litigation

3M Company

A.O. Smith Corporation

Albertsons Companies, Inc.

Avon Products, Inc.

Barretts Minerals, Inc.

BASF Catalysts LLC

Block Drug Company, Inc.

Borg Warner Morse Tec, Inc.

Brenntag North America

Brenntag Specialties, Inc.

Bristol-Myers Squibb Company

Carrier Corporation

Chanel, Inc.

Charles B. Chrystal Co., Inc.

Chattem, Inc.

Colgate-Palmolive Company

Conopco Inc.

Costco Wholesale Corporation

Coty, Inc.

Crane Co.

CVS Health Corporation

CVS Pharmacy, Inc.

Cyprus Amax Minerals Company

Cyprus Mines Corporation

Dana Companies, LLC

DAP Products, Inc.

Dollar General Corporation

Duane Reade Inc.

Eaton Corporation

Eli Lilly and Company

Elizabeth Arden, Inc.

Estee Lauder Inc.

Family Dollar Stores Inc.

Flowserve US, Inc.

FMC Corporation

Food 4 Less of California, Inc.

Ford Motor Company

Foster Wheeler, LLC

Gardner Denver, Inc.

General Electric Company

Genuine Parts Company

Goodyear Tire & Rubber Co.

Goulds Pumps, LLC

Grinnell LLC

Honeywell International, Inc.

Imerys Talc America, Inc.

Imerys USA, Inc.

IMO Industries Inc.

John Crane, Inc.

K&B Louisiana Corporation

Kaiser Gypsum Company, Inc.

Kmart Corporation

Kolmar Laboratories

Longs Drug Stores California

L'Oreal USA, Inc.

Lucky Stores, Inc.

Macy's, Inc.

Mary Kay Inc.

Maybelline LLC

Metropolitan Life Insurance Company

Noxell Corporation

Personal Care Products Council

Pfizer, Inc.

Pharma Tech Industries, Inc.

Pneumo Abex, LLC

PTI Royston, LLC

Publix Super Markets, Inc.

R.T. Vanderbilt Holding Company, Inc.

Ralphs Grocery Company

Revlon Consumer Products Corporation

Revlon, Inc.

Rite Aid Corporation

Safeway, Inc.

Sanofi-Aventis U.S. LLC

Shulton, Inc.

Specialty Minerals Inc.

Target Corporation

The Dow Chemical Company

The Estee Lauder Companies, Inc.

The Kroger Co.

The Procter & Gamble Company

Thrifty Payless, Inc.

Unilever Home & Personal Care USA

Union Carbide Corporation

Vanderbilt Minerals, LLC

ViacomCBS, Inc.

Walgreen Co.

Walmart, Inc.

Warren Pumps, LLC

Whittaker Clark & Daniels, Inc.

Wyeth Holdings LLC

Yves Saint Laurent America, Inc.

Debtors' Retained Professionals and Claims Agent

AlixPartners LLP

Bates White LLC

Epiq Corporate Restructuring LLC

Jones Day

King & Spalding LLP

McCarter & English, LLP

Rayburn Cooper & Durham, P.A.

Shook, Hardy & Bacon L.L.P.

Weil Gotshal & Manges LLP

<u>Debtors' Significant Ordinary Course</u> <u>Professionals, Consultants, and Service</u> <u>Providers</u>

Adler Pollock & Sheehan PC

Bailey Glasser LLP

Barnes & Thornburg, LLP

Barrasso Usdin Kupperman

Freeman & Sarver, L.L.C.

Blake, Cassels & Graydon LLP

Blank Rome LLP

Brown Greer PLC

Butler Snow LLP

Carlton Fields, P.A.

Chehardy, Sherman, Williams,

Recile, & Hayes

Covington & Burling LLP

Damon Key Leong Kupchak Hastert

Davis Hatley Haffeman & Tighe

Dechert LLP

Elliott Law Offices, PA

Faegre Drinker Biddle & Reath LLP

Foliart, Huff, Ottaway & Bottom

Gibson, Dunn & Crutcher LLP

Goldman Ismail Tomaselli Brennan &

Baum

Hartline Barger

HeplerBroom LLC

Irwin Fritchie Urquhart & Moore LLC

Johnson & Bell Ltd.

Jones, Skelton & Hochuli, P.L.C.

Kaplan, Johnson, Abate & Bird LLP

Kelley Jasons McGowan Spinelli

Hanna & Reber, LLP

Kirkland & Ellis LLP

Kitch Drutchas Wagner

Valitutti & Sherbrook

Lewis Brisbois Bisgaard & Smith, LLP

Manion Gaynor & Manning LLP

Miles & Stockbridge

Milligan & Herns

Morgan Lewis

Nelson Mullins Riley & Scarborough, LLP

Nutter McClennen & Fish LLP

Orrick, Herrington, & Sutcliffe, LLP

Patterson Belknap Webb & Tyler LLP

Proskauer Rose LLP

Quattlebaum, Grooms & Tull PLLC

Schnader Harrison Segal & Lewis

Schwabe Williamson & Wyatt

Sidley Austin LLP

Skadden, Arps, Slate, Meager & Flom LLP

Stoel Rives LLP

Sullivan Whitehead & Deluca LLP

Swartz Campbell LLC

The Weinhardt Law Firm

Tucker Ellis LLP

Willcox & Savage, P.C.

Known Professionals for Certain Non-Debtor Parties in Interest

Cravath, Swaine & Moore

White & Case LLP

Material Potentially Indemnified Parties

Bausch Health Companies Inc.

Cyprus Mines Corporation

Cyprus Talc Corp.

Imerys Talc America, Inc.

Imerys Talc Vermont, Inc.

Luzenac America, Inc.

Pharma Tech Industries, Inc.

PTI Royston, LLC

Rio Tinto America, Inc.

RTZ America, Inc.

Valeant Pharmaceuticals International, Inc.

Windsor Minerals Inc.

Costco Wholesale Corporation

Publix Super Markets, Inc.

Rite Aid Corporation

Safeway Inc.

Walmart Inc.

<u>Law Firms with Significant</u> Representations of Talc Claimants

Arnold & Itkin LLP

Ashcraft & Gerel, LLP

Aylstock, Witkin, Kreis & Overholtz, PLLC

Barnes Firm

Beasley Allen Law Firm

Cellino Law LLP

Dalimonte Rueb Stoller, LLP

Dean Omar Branham Shirley, LLP

Driscoll Firm, LLC

Fears Nachawati Law Firm

Ferraro Law Firm

Flint Law Firm LLC

Golomb Spirit Grunfeld, P.C.

Honik LLC

Johnson Law Group

Karst & von Oiste LLP

Kazan, McClain, Satterly

& Greenwood PLC

Lanier Law Firm
Levy Konigsberg LLP
Maune Raichle Hartley French &
Mudd, LLC
Miller Firm, LLC
Motley Rice LLC
Napoli Shkolnik PLLC
OnderLaw, LLC
Simmons Hanly Conroy LLC
Simon Greenstone Panatiere
Bartlett, PC
The Gori Law Firm
Trammell PC
Weitz & Luxenberg, P.C.
Williams Hart Law Firm

Key Parties in *Imerys Talc America, Inc.* and *Cyprus Mines Corp. Chapter 11 Cases*

Cyprus Amax Minerals Company
Cyprus Mines Corporation
Cyprus Talc Corporation
Imerys S.A.
Imerys Talc America, Inc.
Imerys Talc Vermont, Inc.
(fka Windsor Minerals Inc.)
James L. Patton
Luzenac America, Inc.
Official Committee of Tort Claimants
(In re Imerys Talc America, Inc.)
Official Committee of Tort Claimants
(In re Cyprus Mines Corp.)
Roger Frankel

Debtor's Insurers

A.G. Securitas
ACE Property & Casualty Insurance
Company
Aetna Casualty and Surety Company
Affiliated FM Ins. Company
AIG Europe S.A.
AIG Property and Casualty Company
AIU Ins. Company
Allianz Ins. Company

Allianz Global Risks US Insurance Company Allstate Insurance Company American Centennial Ins. Company American Motorists Ins. Company American Re-Insurance Company **Arrowood Indemnity Company** ASR Schadeverzekering N.V. Assurances Generales De France Assurantiekantoor VanWijk & Co. Atlanta International Insurance Company Birmingham Fire Ins. Company of Pennsylvania Central National Ins. Company of Omaha Century Indemnity Company Champion Dyeing Allocation Year Chubb City Ins. Company Colonia Versicherungs AG, Koln Continental Insurance Company Darag Deutsche Versicherungs-Und Rückversicherungs-AG Drake Ins. Company of New York Employers Ins. Company of Wausau Employers Ins. of Wausau **Employers Mutual Casualty Company** Eurinco Allgemeine Versicherungs AG, Dusseldorf **Everest Reinsurance Company** Fireman's Fund Ins. Company First State Ins. Company **GAP** Gibraltar Casualty Company Granite State Ins. Company Great American Great Northern Ins. Company Great Southwest Fire Ins. Company Groupe Drouot Harbor Ins. Company Hartford Accident and Indemnity Company Home Ins. Company Ideal Mutual Ins. Company **Industrial Indemnity Company** Ins. Company of North America Ins. Company of the State of Pennsylvania

Ins. Corporation of Singapore Limited

Integrity Ins. Company
International Ins. Company
International Surplus Lines Ins. Company
Lexington Ins. Company
London Guarantee and Accident
Company of N.Y.

L'Union Atlantique S.A. d'Assurances

Mead Reinsurance Corporation Middlesex Assurance Company

Midland Ins. Company

Midstates Reinsurance Corp.

Mission Ins. Company

Mission National Ins. Company

Munich Reinsurance America, Inc.

Mutual Fire, Marine, & Inland Ins.

Company

N.V. De Ark

N.V. Rotterdamse Assurantiekas

N.V. Schadeverzekeringsmaatschappij Maas Lloyd

National Casualty Company

National Union Fire Ins. Company of Pittsburgh, PA

Nationwide

New Hampshire Ins. Company

North River Ins. Company

Northbrook Excess and Surplus

Ins. Company

Northeastern Fire Ins. Company

of Pennsylvania

Pacific Employers Ins. Company

ProSight

Prudential Reinsurance Company

Puritan Insurance Company

Republic Indemnity Company of America

Republic Ins. Company

Republic Western Ins. Company

Repwest Insurance Company

Resolute Management Inc.

Rheinland Versicherungen

Rheinland Verzekeringen

Riverstone Insurers

Royal Belge I.R., S.A. d'Assurances

Royal Indemnity Company

Royal Ins. Company

Safety Mutual Casualty Corporation

Safety National Casualty Corporation

Seguros La Republica SA

Sentry Insurance A Mutual Company

Southern American Ins. Company

Starr Indemnity & Liability Company

TIG Insurance Company

Transamerica Premier Insurance Company

Transit Casualty Company

Travelers Casualty and Surety Company

UAP

Union Atlantique d'Assurances S.A.

Union Indemnity Ins. Company

of New York

Westchester Fire Insurance Company

Westport Insurance Corporation

XL Ins. Company

Employees of the Bankruptcy Administrator's Office for the Western District of North Carolina

Alexandria Kenny

Anne Whitley

David Shepherd

Katrina Adams

Sarah Scholz

Shelley K. Abel

Bankruptcy Judges for the Western District of North Carolina

Judge George Hodges Judge J. Craig Whitley Judge Laura T. Beyer

Bankruptcy Rule 2002 Appearances¹

AIG Europe S.A. (as successor in interest to Union Atlantique d'Assurances S.A)

AIG Property Casualty Company (f/k/a Birmingham Fire Insurance Company of Pennsylvania)

AIU Insurance Company

Wanda Allen

Allstate Insurance Company, as successor in interest to Northbrook Excess & Surplus Insurance Company, formerly Northbrook Insurance Company

Atlanta International Insurance Company (as successor in interest to Drake Insurance Company)

Arnold & Itkin LLP

ASR Schadeverzekering N.V. (as successor in interest to Assurantiekoor Van Wijk & Co.)

Aylstock, Witkin, Kreis & Overholtz, PLLC

Barnes Law Group

Bausch Health Americas, Inc. f/k/a Valeant Pharmaceuticals International

Bausch Health Companies Inc. f/k/a Valeant Pharmaceuticals International, Inc.

Bausch Health US, LLC f/k/a Valeant Pharmaceuticals North America LLC

Bestwall LLC

Blue Cross Blue Shield Association

Blue Cross Blue Shield of Massachusetts,

Inc

Edna Brown Barbara Busch Beatriz Cabeza Monica Cambron Tarshwa Carter Bridget Coates

Cohen, Placitella & Roth P.C.

Lillian Cohn-Sharon

The Continental Insurance Company

Elaine Cook

Cyprus Amax Minerals Company

Cyprus Mines Corporation

Gloria Davis Dawn Dispensa Patricia Dunbar

Fears Nachawati PLLC Ann Frye-Moragne

Debra Fugiel Victoria Gomes

Granite State Insurance Company

Andrea Harris Charlette Hein Tabitha Henry Christine Hodge Darlene Holland

Imerys Talc America, Inc. Imerys Talc Canada Inc. Imerys Talc Vermont, Inc.

The Insurance Company of the State of

Pennsylvania Johnson & Johnson

Johnson & Johnson Consumer Inc.

Voncile Jones Amanda Joyce

Kazan, McClain, Satterley &

Greenwood, PLLC

Shelly King

Mildred Kirk-Brown

Julie Lamore Susan Leach Mary Leinen

Levy Konigsberg LLP

Lexington Insurance Company

Jo Ellen Luster Nancy Lyman Massey & Gail LLP Bernadette McGinnis Pamela Morrill

National Union Fire Insurance Company of

Pittsburgh, Pa.

New Hampshire Insurance Company The North River Insurance Company

N.V. Schadeverzekeringsmaatschappij Maas Lloyd (individually and as successor in

Where a Bankruptcy Rule 2002 appearance was filed by counsel on behalf of clients, the clients have been listed herein to the extent identified and where certain clients have not been identified, the filing counsel is listed, to the extent not otherwise listed herein.

interest to policies subscribed in favor of Johnson & Johnson by N.V. Rotterdamse Assurantiekas, n/k/a De Ark)

Kathleen O'Halloran

Lisa O'Neal

OnderLaw, LLC

The Plaintiffs Steering Committee in the In re: Johnson & Johnson Talcum Powder Products Marketing, Sales Practices and Precuts Liability Multi-District Litigation

RheinLand Versicherungen (as successor in interest only to the subscriptions of the former Dutch company Rheinland Verzekeringen)

Rio Tinto America Inc.

Cora Robinson

Robinson Calcagnie, Inc.

Lisa Sabatine

Maraldine Schmidt

Valerie Schultz

Isabel Spano

Starr Indemnity & Liability Company (as successor in interest to Republic Insurance Company)

State of Texas, Attorney General of Texas

Three Crowns Insurance Company

Christine Torres

Travelers Casualty and Surety Company (f/k/a The Aetna Casualty and Surety Company)

May Virata

Waldrep Wall Babcock & Bailey PLLC Westchester Fire Insurance Company Sharon Wildman

Oshunna Williams

Schedule 2

Disclosure Schedule

Direct Equity Owner of Debtor	
Other Non-Debtor Affiliates Acclarent, Inc.	
	Shook represents this entity in unrelated matters.
DePuy International Limited	Shook represents this entity in unrelated matters.
DePuy Mitek, LLC	Shook represents this entity in unrelated matters.
DePuy Orthopaedics, Inc.	Shook represents this entity in unrelated matters.
DePuy Products, Inc.	Shook represents this entity in unrelated matters.
DePuy Synthes Products, Inc.	Shook represents this entity in unrelated matters.
DePuy Synthes Sales, Inc.	Shook represents this entity in unrelated matters.
DePuy Synthes, Inc.	Shook represents this entity in unrelated matters.
Ethicon Endo-Surgery, Inc.	Shook represents this entity in unrelated matters.
Ethicon LLC	Shook represents this entity in unrelated matters.
Ethicon Women's Health & Urology Sarl	Shook represents this entity in unrelated matters.
Janssen Biotech, Inc.	Shook represents this entity in unrelated matters.
Janssen Ortho LLC	Shook represents this entity in unrelated matters.
Janssen Pharmaceuticals, Inc.	Shook represents this entity in unrelated matters.
Janssen Products, LP	Shook represents this entity in unrelated matters.
Janssen Research & Development, LLC	Shook represents this entity in unrelated matters.
Johnson & Johnson Consumer Inc.	Shook represents this entity in unrelated matters.
Johnson & Johnson International	Shook represents this entity in unrelated matters.
Johnson & Johnson S.E., Inc.	Shook represents this entity in unrelated matters.
Johnson & Johnson Services, Inc.	Shook represents this entity in unrelated matters.
Medical Device Business Services, Inc.	Shook represents this entity in unrelated matters.
OMJ Pharmaceuticals, Inc.	Shook represents this entity in unrelated matters.
Ortho-McNeil Pharmaceutical, LLC	Shook represents this entity in unrelated matters.
Synthes USA Products, LLC	Shook represents this entity in unrelated matters.
Synthes USA, LLC	Shook represents this entity in unrelated matters.
Synthes, Inc.	Shook represents this entity in unrelated matters.
Depository and Disbursement Banks	
Bank of America, N.A.	Shook represents this entity in unrelated matters.

Major Sureties		
Chubb	Shook represents this entity in unrelated matters.	
Federal Insurance Company	Shook represents this entity in unrelated matters.	
Liberty Mutual Insurance Company	Shook represents this entity in unrelated matters.	
Parties to Material Contracts with the Debtor		
Johnson & Johnson Services, Inc.	Shook represents this entity in unrelated matters.	
U.S. Bank N.A.	Shook represents this entity in unrelated matters.	
Significant Co-Defendants in Talc-Related Litigation		
3M Company	Shook represents this entity in unrelated matters.	
Avon Products, Inc.	Shook represents this entity in unrelated matters.	
BASF Catalysts LLC	Shook represents this entity in unrelated matters.	
Bristol-Myers Squibb Company	Shook represents this entity in unrelated matters.	
Colgate-Palmolive Company	Shook represents this entity in unrelated matters.	
Conopco Inc.	Shook represents this entity in unrelated matters.	
Costco Wholesale Corporation	Shook represents this entity in unrelated matters.	
Crane Co.	Shook represents this entity in unrelated matters.	
CVS Pharmacy, Inc.	Shook represents this entity in unrelated matters.	
Eli Lilly and Company	Shook represents this entity in unrelated matters.	
Family Dollar Stores Inc.	Shook represents this entity in unrelated matters.	
Ford Motor Company	Shook represents this entity in unrelated matters.	
Grinnell LLC	Shook represents this entity in unrelated matters.	
Honeywell International, Inc.	Shook represents this entity in unrelated matters.	
John Crane, Inc.	Shook represents this entity in unrelated matters.	
Macy's, Inc.	Shook represents this entity in unrelated matters.	
Pfizer, Inc.	Shook represents this entity in unrelated matters.	
Revlon, Inc.	Shook represents this entity in unrelated matters.	
Rite Aid Corporation	Shook represents this entity in unrelated matters.	
Sanofi-Aventis U.S. LLC	Shook represents this entity in unrelated matters.	
Shulton, Inc.	Shook represents this entity in unrelated matters.	
The Procter & Gamble Company	Shook represents this entity in unrelated matters.	
Union Carbide Corporation	Shook represents this entity in unrelated matters.	
ViacomCBS, Inc.	Shook represents this entity in unrelated matters.	

Walgreen Co.	Shook represents this entity in unrelated matters.
Walmart, Inc.	Shook represents this entity in unrelated matters.
Material Potentially Indemnified Parties	
Costco Wholesale Corporation	Shook represents this entity in unrelated matters.
Rite Aid Corporation	Shook represents this entity in unrelated matters.
Walmart Inc.	Shook represents this entity in unrelated matters.
wannart nic.	
<u>Debtor's Insurers</u>	
AIG Property and Casualty Company	Shook represents this entity in unrelated matters.
Century Indemnity Company	Shook represents this entity in unrelated matters.
Chubb	Shook represents this entity in unrelated matters.
Continental Insurance Company	Shook represents this entity in unrelated matters.
Employers Ins. Company of Wausau	Shook represents this entity in unrelated matters.
Fireman's Fund Ins. Company	Shook represents this entity in unrelated matters.
Granite State Ins. Company	Shook represents this entity in unrelated matters.
Great American	Shook represents this entity in unrelated matters.
Ins. Company of North America	Shook represents this entity in unrelated matters.
Ins. Company of the State of Pennsylvania	Shook represents this entity in unrelated matters.
International Surplus Lines Ins. Company	Shook represents this entity in unrelated matters.
Lexington Ins. Company	Shook represents this entity in unrelated matters.
National Casualty Company	Shook represents this entity in unrelated matters.
National Union Fire Ins. Company of Pittsburgh, PA	Shook represents this entity in unrelated matters.
Nationwide	Shook represents this entity in unrelated matters.
New Hampshire Ins. Company	Shook represents this entity in unrelated matters.
ProSight	Shook represents this entity in unrelated matters.
Resolute Management Inc.	Shook represents this entity in unrelated matters.
Sentry Insurance A Mutual Company	Shook represents this entity in unrelated matters.
TIG Insurance Company	Shook represents this entity in unrelated matters.
Westport Insurance Corporation	Shook represents this entity in unrelated matters.
Bankruptcy Rule 2002 Appearances	
 	
The Continental Insurance Company	Shook represents this entity in unrelated matters.

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Granite State Insurance Company	Shook represents this entity in unrelated matters.
The Insurance Company of the State of Pennsylvania	Shook represents this entity in unrelated matters.
Johnson & Johnson	Shook represents this entity in unrelated matters.
Johnson & Johnson Consumer Inc.	Shook represents this entity in unrelated matters.
Lexington Insurance Company	Shook represents this entity in unrelated matters.
National Union Fire Insurance Company of Pittsburgh, Pa.	Shook represents this entity in unrelated matters.
New Hampshire Insurance Company	Shook represents this entity in unrelated matters.

Schedule 3

Nonexclusive List of Certain Shook, Hardy & Bacon L.L.P. Professionals and Their Previously Negotiated Discounted Hourly Rates as of October 2021

NAME	LOCATION	POSITION	BILLING RATE IN EFFECT AS OF THE PETITION DATE
Kathleen A. Frazier	Houston	Partner	\$487.90
Scott A. James	Houston	Partner	\$475.60
Ashleigh Nwanguma	Houston	Associate	\$319.00
Stephanie Lingor	Houston	Paralegal	\$188.00
Kerry Stufflebean	Kansas City	Paralegal	\$164.00

EXHIBIT D

Disclosure of Compensation

UNITED STATES BANKRUPTCY COURT WESTERN DISTRICT OF NORTH CAROLINA CHARLOTTE DIVISION

In re			

Case No. 21-30589 (JCW)

Chapter 11

Debtor.

LTL MANAGEMENT LLC,1

DISCLOSURE OF COMPENSATION OF SHOOK, HARDY & BACON L.L.P.

Pursuant to section 329(a) of the Bankruptcy Code, Bankruptcy Rule 2016(b) and Local Bankruptcy Rule 2016-1, Kathleen A. Frazier hereby certifies as follows:

- 1. I am a partner with the law firm of Shook, Hardy & Bacon L.L.P. ("Shook") and am duly authorized to make this Disclosure of Compensation on behalf of Shook in connection with the *Debtor's Ex Parte Application for an Order Authorizing It to Retain and Employ Shook, Hardy & Bacon L.L.P. as Special Counsel as of the Petition Date* (the "Application"). The facts set forth in this Disclosure of Compensation are personally known to me and, if called as a witness, I could and would testify thereto.
- 2. Prior to the Petition Date, no retainers were paid to Shook by the Debtor for professional services and expenses to be incurred.
- 3. In the one-year period preceding the Petition Date, Shook received payments from J&J totaling approximately \$16,862,313.00 (collectively, the "Prepetition Payments"). The Prepetition Payments reflect certain actual fees and expenses incurred primarily in connection with litigation-related work performed in the defense of talc claims on

The last four digits of the Debtor's taxpayer identification number are 6622. The Debtor's address is 501 George Street, New Brunswick, New Jersey 08933.

² Capitalized terms not otherwise defined herein have the meanings given to them in the Application.

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behalf of J&J and Old JJCI. Approximately \$3,000.00 of the Prepetition Payments relates to

work in connection with preparations for the 2021 Corporate Restructuring and the Chapter 11

Case.

4. To the best of my knowledge, information and belief, insofar as I have

been able to ascertain after reasonable inquiry, neither I nor Shook, nor any partner or associate

thereof, has received or been promised any compensation for legal services rendered or to be

rendered in any capacity in connection with the Chapter 11 Case, other than as permitted by the

Bankruptcy Code. Shook has not agreed to share compensation received in connection with this

case with any other person, except as permitted by section 504(b) of the Bankruptcy Code and

Bankruptcy Rule 2016(b) in respect of the sharing of compensation among Shook's partners.

Dated: November 15, 2021

Houston, Texas

/s/ Kathleen A. Frazier Kathleen A. Frazier

Shook, Hardy & Bacon L.L.P.

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